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**Ottawa Elementary Schools**

DISTRICT NO. 141

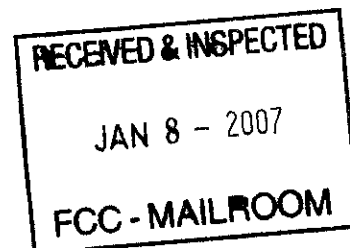
**CRAIG M. DOSTER, SUPERINTENDENT**

**LINCOLN SCHOOL**

1110 W. MAIN STREET  
OTTAWA, ILLINOIS 61350  
TELEPHONE (815) 434-1250  
FAX (815) 434-2931

**LAURA L. DAWSON**  
PRINCIPAL

~~COPIED FROM COPY ORIGINAL~~  
Letter of Appeal – CC Docket No. 02-6



**December 18, 2006**

**Federal Communications Commission  
Office of the Secretary  
445 12<sup>th</sup> Street SW  
Washington, DC 20554**

RE: Request for Review

Dear Sirs:

The Ottawa Elementary School District 141 (Ottawa) would like to respectfully file an appeal of the decision to the Schools and Libraries Division (SLD) of the USAC on the specific funding commitments listed below:

Billed Entity: Ottawa Elementary School District 141  
Billed Entity Number: 136021  
Form 471 #: 506423  
Funding Request Numbers: 1397042, 1397083, and 1397033

**Contact Information:**

Name: Laura Mentgen  
Address: 320 West Main  
Ottawa, IL 61350-2825  
Phone: 815-434-1250  
E-Mail: lmentgen@d141.lasall.k12.il.us

Ottawa respectfully disagrees with the SLD's decision to deny funding for these Funding Requests (FRN's). The SLD's reason was that "No contract or legally binding agreement was in place when the Form 471 certification was filed." We respectfully disagree, and we ask the SLD to review this appeal in light of the facts in this case, and the FCC's decision in the Richmond County School District Case – CC Docket No. 02-6, File Nos. SLD-451211, 452514 and 464649, Adopted and Released June 13, 2006.

The facts in this case are very similar. In both cases, Ottawa and Richmond were extending services with their existing vendor. Per the attached contracts, Ottawa Superintendent Dr. Christine Benson signed all of their portions of the contracts on

No. of Copies rec'd 0  
List A B C D E

February 01, 2006. All of the Ottawa signatures were well before the February 07, 2006 date at which Ottawa submitted its Form 471 # 506423. SBC's signature date on the contracts varied between Feb. 10, 12 and 16, 2006, depending on the specific contract, but all were signed by them within the final day of the 471 window on February 16. In short, Ottawa acted in very good faith to support the SLD's rules and asks the SLD to reconsider and allow funding for these FRN's.

We note here that as in the Richmond County case, the applicant had an existing relationship with the vendor, and had signed their portions of the renewal contracts on or before the submission date of the 471. There was an existing relationship on all of these services. We note that as in Richmond, the FCC acknowledged the existing relationship and the fact that the applicant signed its contracts well before the 471 was submitted.

That Illinois Bell (dba SBC-IL, and now AT&T) did not sign their part of the contracts until Feb. 10, 12 and 16, was due more to the volume of contracts at SBC, than any errors made by Ottawa in this case. Still, we note that all signatures and dates on the contract are within the 471 filing window.

Please note that, in effect, our situation is not very much different than if we had done a change now allowed under the Bishop Perry Order. Ottawa had an existing relationship, thus the Bishop Perry and the Richmond County School District Cases are instructive here.

For the reasons cited above, we respectfully ask that the SLD reconsider their decision in this case and allow funding for this FRN.

Please do not hesitate to call if there are any further issues or concerns.

Sincerely,

  
Laura Mentgen  
Technology Coordinator

Attachments:

- Copies of Contracts and signature pages.
- Copy of Funding Commitment Decision Letter
- Copy of Richmond SD Appeal Decision by the FCC

# USAC

Schools and Libraries Division  
Correspondence Unit  
100 South Jefferson Road  
P.O. Box 902  
Whippany, New Jersey 07981

888-203-8100

Carol -  
Approved to USAC  
# 21462633

## TIME SENSITIVE MATERIAL

00285  
Laura Mentgen  
OTTAWA ELEMENTARY SCH DIST 141  
320 West Main  
Ottawa, IL 61350-2825



## IMPORTANT REMINDERS & DEADLINES

Form 471 Application Number: 506423  
Billed Entity Number: 136021  
Name of Billed Entity: OTTAWA ELEMENTARY SCH DIST 141

**YOUR NEXT STEPS IN THE APPLICATION PROCESS:** Following are steps to assist you through the application process. Web page URLs are included to facilitate access to additional information on USAC's website.

**REVIEW TECHNOLOGY PLANNING REQUIREMENTS** - Program rules require a technology plan based on an assessment of needs and that those plans be approved before the start of services. See "Develop a Technology Plan" at <http://www.usac.org/sl/applicants/step02/> for information about technology plan requirements and approvals.

**REVIEW CHILDREN'S INTERNET PROTECTION ACT (CIPA) REQUIREMENTS** - CIPA compliance is required for requests for Internet Access, Internal Connections and Basic Maintenance discounts. For information about CIPA requirements and certifications, see "Children's Internet Protection Act (CIPA)" at <http://www.usac.org/sl/applicants/step10/cipa.aspx> for information about CIPA and its requirements.

**FILE FORM 486** - You must notify USAC of the start of service, the name of your USAC-certified technology plan approver and your compliance with CIPA on Form 486. See "Begin Receipt of Services" on our website at <http://www.usac.org/sl/applicants/step10/>.

**FORM 486 DEADLINE** - The Form 486 must be postmarked no later than 120 days after the Service Start Date featured in the Form 486 Notification Letter or no later than 120 days after the date of the Funding Commitment Decision Letter, whichever is later. Use the "Deadlines" calculator on our website at <http://www.usac.org/sl/tools/deadlines> to calculate your Form 486 deadline.

**INVOICE USAC** - After eligible services have been delivered, invoice USAC to request reimbursement of approved discounts. For information about requesting reimbursement from USAC, see "Invoice USAC" on our website at <http://www.usac.org/sl/applicants/step11/>.

**INVOICE DEADLINE** - Invoices must be postmarked no later than 120 days after the last date to receive service - including extensions - or 120 days after the date of the Form 486 Notification Letter, whichever is later. Use the "Deadlines" calculator on our website at <http://www.usac.org/sl/tools/deadlines> to calculate your invoice deadline.

**DOCUMENT RETENTION** - Documents related to the receipt of discounts must be retained for at least five years after the last day of service delivered. For more information, see "Document Retention Requirements" on our website at <http://www.usac.org/sl/about/document-retention-requirements/default.aspx>.

**OBLIGATION TO PAY NON-DISCOUNT PORTION/FREE SERVICES ADVISORY** - Applicants are required to pay the non-discount portion of the cost of the products and/or services. Service providers are required to bill applicants for the non-discount portion. For further information, see "Obligation to Pay Non-Discount Portion" on our website at <http://www.usac.org/sl/applicants/step11/obligation-to-pay.aspx> and "Free Services Advisory" at <http://www.usac.org/sl/applicants/step06/free-services-advisory.aspx>.

**SUSPENSION AND DEBARMENT** - Persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries Program are subject to suspension and debarment from the program. More information and a current list of persons who have been suspended or debarred is posted in "Suspensions and Debarments" on our website at <http://www.usac.org/sl/about/suspensions-debarments.aspx>.

**COMPLETE PROGRAM INFORMATION** - including more information on these reminders - is posted to the Schools and Libraries area of USAC's website at [www.usac.org/sl](http://www.usac.org/sl). You may also contact our Client Service Bureau using the "Submit a Question" link on our website, toll-free by fax at 1-888-276-8736 or toll-free by phone at 1-888-203-8100.



Universal Service Administrative Company  
Schools & Libraries Division

**FUNDING COMMITMENT DECISION LETTER**  
(Funding Year 2006: 07/01/2006 - 06/30/2007)

August 15, 2006

Laura Mentgen  
OTTAWA ELEMENTARY SCH DIST 141  
320 West Main  
Ottawa, IL 61350-2825

Re: Form 471 Application Number: 506423  
Billed Entity Number (BEN): 136021  
Billed Entity FCC RN: 0007742596  
Applicant's Form Identifier: 471-06-07

Thank you for your Funding Year 2006 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$3,216.00 is "Approved."
- The amount, \$15,710.16 is "Denied."

Please refer to the Report on the page following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file Form 486 (Receipt of Service Confirmation Form). A guide that provides a definition for each line of the Report precedes the Report.

A list of Important Reminders and Deadlines is included with this letter to assist you throughout the application process.

**NEXT STEPS**

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full
- Review technology planning approval requirements
- Review CIPA requirements
- File Form 486
- Invoice USAC using the Form 474 (service provider) or Form 472 (Billed Entity) - as products and services are being delivered and billed

**TO APPEAL THIS DECISION:** Oct 14th

If you wish to appeal a decision in this letter, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
  - Appellant name,
  - Applicant name and service provider name, if different from appellant,
  - Applicant BEN and Service Provider Identification Number (SPIN),
  - Form 471 Application Number 506423 as assigned by USAC,
  - "Funding Commitment Decision Letter for Funding Year 2006," AND
  - The exact text or the decision that you are appealing.

3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to USAC by email, email your appeal to [appeals@sl.universalservice.org](mailto:appeals@sl.universalservice.org). USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542.

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal  
Schools and Libraries Division - Correspondence Unit  
100 South Jefferson Road  
P.O. Box 902  
Whippany, New Jersey 07981

While we encourage you to resolve your appeal with USAC first, you have the option of filing an appeal directly with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted in the Reference Area of our website. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

#### NOTICE ON RULES AND FUNDS AVAILABILITY

An applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division  
Universal Service Administrative Company

**Before the  
Federal Communications Commission  
Washington, DC 20554**

In the Matter of	)	
	)	
Requests for Review by	)	
	)	
Richmond County School District	)	File Nos. SLD-451211, 452514,
Hamlet, NC	)	464649
	)	
Schools and Libraries Universal Service	)	CC Docket No. 02-6
Support Mechanism	)	

**ORDER**

**Adopted: June 13, 2006****Released: June 13, 2006**

By the Chief, Wireline Competition Bureau:

**I. INTRODUCTION**

1. In this Order, we grant three appeals of decisions by the Universal Service Administrative Company (USAC) filed by Richmond County School District, Hamlet, North Carolina (Richmond County) denying Richmond County funding for discounted services under the schools and libraries universal service support mechanism.<sup>1</sup> We grant two appeals on the merits and, for the third appeal, we waive section 54.504(c) of the Commission's rules, which states that an applicant for schools and libraries funding must have a legally binding agreement in place when it submits its FCC Form 471, because Richmond County's violation of this rule was only technical in nature and Richmond County's other actions mitigate any concern over the rule violation.<sup>2</sup> We remand the appeals to USAC for action consistent with this Order, and, to ensure that they are resolved expeditiously, we direct USAC to issue an award or denial based on a complete review and analysis of the underlying applications no later than 60 days from release of this Order.

**II. BACKGROUND**

2. Under the schools and libraries universal service support mechanism, also known as the E-rate program, eligible schools, libraries, and consortia that include eligible schools and libraries may apply for discounts for eligible telecommunications services, Internet access, and internal connections.<sup>3</sup>

<sup>1</sup> Letter from Suzanne Griffin, Richmond County School District, to Federal Communications Commission, filed January 6, 2006 (Request for Review for File No. SLD-452514); Letter from Suzanne Griffin, Richmond County School District, to Federal Communications Commission, filed January 6, 2006 (Request for Review for File No. SLD-452514); Letter from Suzanne Griffin, Richmond County School District, to Federal Communications Commission, filed January 10, 2006 (Request for Review for File No. SLD-451211) (collectively, Requests for Review). Section 54.719(c) of the Commission's rules provides that any person aggrieved by an action taken by a division of the Universal Service Administrative Company may seek review from the Commission. 47 C.F.R. § 54.719(c).

<sup>2</sup> 47 C.F.R. § 54.504(c).

<sup>3</sup> 47 C.F.R. §§ 54.501-54.503.

The Commission's rules provide that, with one limited exception for existing, binding contracts, an eligible school, library, or consortium that includes eligible schools or libraries must seek competitive bids for all services eligible for support.<sup>4</sup> In accordance with the Commission's rules, an applicant must file with USAC, for posting to USAC's website, an FCC Form 470 requesting discounted services.<sup>5</sup> The applicant must then wait 28 days before entering into an agreement with a service provider for the requested services.<sup>6</sup> Once the school or library has complied with the Commission's competitive bidding requirements and entered into an agreement for eligible services, it must file an FCC Form 471 application to notify USAC of the services that have been ordered, the service providers with whom the applicant has entered into an agreement, and an estimate of the funds needed to cover the discounts to be given for eligible services.<sup>7</sup> The Commission's rules state that the FCC Form 471 requesting support for the services ordered by the applicant shall be submitted "upon signing a contract for eligible services."<sup>8</sup> Specifically, the instructions state that applicants must have a "signed contract" or a "legally binding agreement" with the service provider "for all services" ordered.<sup>9</sup>

3. Richmond County has requested review of USAC's decision to deny funding for Richmond County's Funding Year 2005 application because three of its contracts were either not signed and/or dated prior to filing its FCC Form 471s.<sup>10</sup> In late January and early February of 2005, Richmond County filed three FCC Form 471s for eligible services with three separate service providers: Novell, Inc., Time Warner Cable and eChalk, LLC.<sup>11</sup> During selective review, USAC found that the documentation provided by Richmond County demonstrated that its contracts with the three service providers were either not signed and/or dated until after the submission of Richmond County's FCC Form 471s.<sup>12</sup> Thus, USAC

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<sup>4</sup> 47 C.F.R. §§ 54.504, 54.511(c).

<sup>5</sup> 47 C.F.R. § 54.504(b). *See also* Schools and Libraries Universal Service, Description of Services Requested and Certification Form, OMB 3060-0806 (October 2004) (FCC Form 470).

<sup>6</sup> 47 C.F.R. § 54.504(b)(4). Applicants can enter into agreements of any length, as long as long as all providers have had the opportunity to compete for the same multi-year contract. *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Order, 15 FCC Rcd 6732, 6736, para. 10 (1999).

<sup>7</sup> 47 C.F.R. § 54.504(c). *See* Schools and Libraries Universal Service, Services Ordered and Certification Form, OMB 3060-0806 (November 2004) (FCC Form 471).

<sup>8</sup> *Id.* *See also* *Request for Review of Waldwick School District, Schools and Libraries Universal Service Support Mechanisms*, File No. SLD-234540, CC Docket No. 02-6, Order, 18 FCC Rcd 22994, 22995, para. 3 (Wireline Comp. Bur. 2003) (*Waldwick Order*); *Request for Review of St. Joseph High School, Schools and Libraries Universal Service Support Mechanisms*, File No. SLD-234540, CC Docket Nos. 96-45, 97-21, Order, 17 FCC Rcd 22499, 22500-01, para. 4 (Wireline Comp. Bur. 2002) (*St. Joseph Order*).

<sup>9</sup> Instructions for Completing the Schools and Libraries Universal Service, Services Ordered and Certification Form, OMB 3060-0806 (November 2004) (FCC Form 471 Instructions).

<sup>10</sup> *See* Requests for Review at 1. *See also* Letter from Schools and Libraries Division, Universal Service Administrative Company, to Suzanne Griffin, Richmond County School District, dated Dec. 27, 2005 (Funding Commitment Decision Letter).

<sup>11</sup> FCC Form 471, Richmond County School District, certified January 25, 2005 (Richmond County FCC Form 471 for File No. SLD-451211); FCC Form 471, Richmond County School District, certified January 27, 2005 (Richmond County FCC Form 471 for File No. SLD-452514); FCC Form 471, Richmond County School District, certified February 10, 2005 (Richmond County FCC Form 471 for File No. SLD-464649).

<sup>12</sup> *See* Funding Commitment Decision Letter. *See also* Universal Service Administrative Company, Schools and Libraries Division, Exceptions and PIA Comments, Richmond County School District, March 3, 2006 (showing entity level notes from November 11, 2005). USAC selects some applicants for a Selective Review to ensure that they are following certain FCC program rules. *See* <http://www.universalservice.org/sl/applicants/step08/> (retrieved



subsequently denied Richmond County universal service funding stating that “FCC rules require that a contract for the products/services be signed and dated by both parties prior to filing the Form 471.”<sup>13</sup> Richmond County subsequently filed the instant Requests for Review with the Commission.<sup>14</sup>

4. In its Requests for Review, Richmond County argues that it met the “spirit and the letter” of the Commission’s rules concerning its contractual agreements with each of the three service providers.<sup>15</sup> Specifically, as it pertains to its contract with Novell, Inc., Richmond County’s signature on the contract extension agreement was dated January 26, 2005, one day after the FCC Form 471 was certified.<sup>16</sup> Although Richmond County acknowledges that the date on the contract is later than the FCC Form 471 certification date, it claims that this was an inadvertent clerical error and its intention was to sign the contract on January 25, 2005, the date on which the FCC Form 471 was certified.<sup>17</sup> As it pertains to Richmond County’s contract with Time Warner Cable, Richmond County submitted an unsigned and undated contract to USAC.<sup>18</sup> On appeal, however, the contract submitted by Richmond County to the Commission indicates that the parties signed the contract with Time Warner Cable, Inc. on January 13 and 14, 2005, prior to the FCC Form 471 certification date of January 27, 2005.<sup>19</sup> Lastly, as it pertains to Richmond County’s contract with eChalk, LLC, while the agreement indicates February 1, 2005 as the “effective date” of the service order, more than one week prior to the FCC Form 471 certification date of February 10, 2005, it does not include dates accompanying the signatures.<sup>20</sup> Richmond County contends that the contract was signed on the service order’s effective date of February 1, 2005 as the contract did not include a space for handwritten dates.<sup>21</sup>

5. Waiver Standard. The Commission may waive any provision of its rules on its own motion and for good cause shown.<sup>22</sup> A rule may be waived where the particular facts make strict compliance inconsistent with the public interest.<sup>23</sup> In addition, the Commission may take into account considerations of hardship, equity, or more effective implementation of overall policy on an individual

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May 16, 2006). Specifically, the Selective Review follows up on certifications that applicants make on their Forms 471 about the competitive bidding process and the necessary resources to make effective use of requested services. <http://www.universalservice.org/sl/applicants/step08/undergo-selective-review/default.aspx> (retrieved May 16, 2006).

<sup>13</sup> See Funding Commitment Decision Letter.

<sup>14</sup> See Requests for Review.

<sup>15</sup> Requests for Review at 2.

<sup>16</sup> See Request for Review for File No. SLD-451211 at Attach. 1.

<sup>17</sup> Request for Review for File No. SLD-451211.

<sup>18</sup> See Letter from Suzanne W. Griffin, Richmond County School District, to Schools and Libraries Division, Universal Service Administrative Company, dated August 24, 2005, at attachment 5 (Selective Review Response).

<sup>19</sup> See Request for Review for File No. SLD-452514 at Attach. 1.

<sup>20</sup> See Request for Review for File No. SLD-464649 at Attach. 1.

<sup>21</sup> *Id.*

<sup>22</sup> 47 C.F.R. § 1.3.

<sup>23</sup> *Northeast Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990) (*Northeast Cellular*).

basis.<sup>24</sup> In sum, waiver is appropriate if special circumstances warrant a deviation from the general rule, and such deviation would better serve the public interest than strict adherence to the general rule.<sup>25</sup>

### III. DISCUSSION

6. We grant Richmond County's appeals of the decision by USAC to deny Richmond County's Funding Year 2005 application for discounted services under the E-rate program as they pertain to Richmond County's contracts with Time Warner Cable and eChalk, LLC.<sup>26</sup> Based on the evidence submitted upon appeal, we find that Richmond County had legally binding contracts with Time Warner Cable and eChalk, LLC in place when submitting its FCC Form 471s.<sup>27</sup> In both cases, Richmond County produced contracts that were signed and dated before the certification date of its FCC Form 471s.<sup>28</sup> While Richmond County does not offer an explanation for the difference in the contract with Time Warner Cable submitted to USAC and to the Commission, the record contains no information to cause us to question the authenticity of the contract attached to its appeal with the Commission.<sup>29</sup> We also have no reason to doubt that the contract with eChalk, LLC was signed as of the effective date of the agreement.<sup>30</sup>

7. Furthermore, as it concerns Richmond County's contract with Novell, Inc., we find good cause exists to waive section 54.504(c) of the Commission's rules, which states that an applicant for E-rate funding must have a legally binding contract in place upon submission of its FCC Form 471.<sup>31</sup> The record demonstrates that while Richmond County technically missed the program deadline for having a signed contract in place prior to submission of its FCC Form 471, Richmond County had a legally binding contract in place during Funding Year 2005 and before the vendor began providing services.<sup>32</sup> In fact, the agreement at issue was an extension of a pre-existing contractual arrangement between Richmond County and Novell, Inc.<sup>33</sup> Moreover, Richmond County's FCC Form 471 was certified only one day before the contract was awarded to Novell, Inc.<sup>34</sup> Because Richmond County had an explicit agreement with Novell, Inc. before submitting its FCC Form 471, we find that, in this case, the policy behind the rule was satisfied even if Richmond County did not technically meet the requirements of the rule.<sup>35</sup> Thus, we find that, for this applicant, denying its requests for funding would create undue hardship

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<sup>24</sup> *WAIT Radio v. FCC*, 418 F.2d 1153, 1157 (D.C. Cir. 1969), *affirmed by WAIT Radio v. FCC*, 459 F.2d 1203 (D.C. Cir. 1972).

<sup>25</sup> *Northeast Cellular*, 897 F.2d at 1166.

<sup>26</sup> See Requests for Review.

<sup>27</sup> See *supra* para. 4.

<sup>28</sup> *Id.*

<sup>29</sup> *Id.*

<sup>30</sup> *Id.*

<sup>31</sup> 47 C.F.R. § 54.504(c).

<sup>32</sup> See Request for Review for File No. SLD-451211 at attachment 1.

<sup>33</sup> *Id.*

<sup>34</sup> See *id.*; Richmond County FCC Form 471 for File No. SLD-451211.

<sup>35</sup> See *Requests for Waiver of the Decision of the Universal Service Administrator by the Illinois School for the Visually Impaired, Schools and Libraries Universal Service Support Mechanism*, File No. SLD-419654, CC Docket No. 02-6, Order, DA 06-785, para. 7 (Wireline Comp. Bur. rel. April 3, 2006).

and prevent it from receiving E-rate funding. Finally, while the Commission's competitive bidding rules are a central tenet of the E-rate program, and a tool for preventing waste, fraud, and abuse, the record contains no evidence at this time that Richmond County engaged in activity intended to defraud or abuse the E-rate program.

8. Accordingly, we find that good cause exists to grant Richmond County a waiver of section 54.504(c) of the Commission's rules, and remand its appeals to USAC for further processing consistent with our decision. To ensure that its appeals are resolved expeditiously, we direct USAC to issue an award or denial based upon a complete review and analysis of the underlying applications no later than 60 days from the release of this Order.

9. We note, however, the limited nature of this decision. As stated above, our competitive bidding rules are necessary to ensure more efficient pricing for telecommunications and information services purchased by schools and libraries.<sup>36</sup> Although we grant Richmond County's appeals, our action here does not eliminate the requirement that applicants have a signed contract in place when submitting an FCC Form 471.<sup>37</sup> We continue to require E-rate applicants to submit complete and accurate contract information to USAC as part of the application review process.

10. Finally, we are committed to guarding against waste, fraud, and abuse, and ensuring that funds disbursed through the E-rate program are used for appropriate purposes. Although we grant the appeals addressed here, we reserve the right to conduct audits and investigations to determine compliance with the E-rate program rules and requirements. Because audits and investigations may provide information showing that a beneficiary or service provider failed to comply with the statute or Commission rules, such proceedings can reveal instances in which universal service funds were improperly disbursed or in a manner inconsistent with the statute or the Commission's rules. To the extent we find that funds were not used properly, we will require USAC to recover such funds through its normal processes. We emphasize that we retain the discretion to evaluate the uses of monies disbursed through the E-rate program and to determine on a case-by-case basis that waste, fraud, or abuse of program funds occurred and that recovery is warranted. We remain committed to ensuring the integrity of the program and will continue to aggressively pursue instances of waste, fraud, or abuse under our own procedures and in cooperation with law enforcement agencies.

#### IV. ORDERING CLAUSES

11. ACCORDINGLY, IT IS ORDERED that, pursuant to the authority contained in sections 1-4 and 254 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151-154 and 254, and pursuant to authority delegated in sections 0.91, 0.291, 1.3 and 54.722(a) of the Commission's rules, 47 C.F.R. §§ 0.91, 0.291, 1.3 and 54.722(a), that the Requests for Review filed by Richmond County School District ARE GRANTED.

12. IT IS FURTHER ORDERED that, pursuant to the authority contained in sections 1-4 and 254 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151-154 and 254, and pursuant to authority delegated in sections 0.91, 0.291, 1.3 and 54.722(a) of the Commission's rules, 47 C.F.R. §§ 0.91, 0.291, 1.3 and 54.722(a), that section 47. C.F.R. § 54.504(c) IS WAIVED.

13. IT IS FURTHER ORDERED that, pursuant to the authority contained in sections 1-4 and 254 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151-154 and 254, and pursuant to

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<sup>36</sup> *Supra* para. 7.

<sup>37</sup> *See* 47 C.F.R. § 54.504(c).

authority delegated in sections 0.91, 0.291, 1.3 and 54.722(a) of the Commission's rules, 47 C.F.R. §§ 0.91, 0.291, 1.3 and 54.722(a), that the Requests for Review filed by Richmond County School District ARE REMANDED to USAC for further consideration in accordance with the terms of this Order.

14. IT IS FURTHER ORDERED that, pursuant to the authority contained in sections 1-4 and 254 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151-154 and 254, USAC SHALL ISSUE an award or a denial based on a complete review and analysis of the underlying applications no later than 60 calendar days from release of this Order.

15. IT IS FURTHER ORDERED that this Order SHALL BE EFFECTIVE upon release.

FEDERAL COMMUNICATIONS COMMISSION

Thomas J. Navin  
Chief  
Wireline Competition Bureau

**LONG DISTANCE VOICE SERVICES ONLY AGREEMENT — HIGH VOLUME CALLING (HVC) III**

Customer acknowledges and agrees that if it fails to meet any of the above AT&T Affiliate Local Service Provider requirement to qualify for Customer's selected High Volume Calling III during the term hereof, Customer will be moved to a High Volume Calling Plan II with the same MAC and term commitments at the then-current usage rates in Section 4.7.2 of the Guidebook.

a) **Fixed Domestic Voice Service Rates and Charges:** The rates for the following domestic switched and dedicated DDD TFS voice services are fixed for the term of this Agreement: all interstate, intrastate, and Calling Card ("Fixed-Rate Service(s)"). The rates for the Fixed-Rate Services shall be the rates set forth herein. For Fixed-Rate Service rates which do not appear herein, they shall be priced at the rates set forth in the HVC III (for the term commitment and MAC selected above) section of the Guidebook and Tariffs on the date service is first established. Except for applicable Guidebook Promotions or VIP discounts, Fixed-Rate Service rates are provided in lieu of any other Guidebook or Tariff discounts.

b) **Additional Services, Rates and Charges:** The rates and charges for the following are not fixed for the term of the Agreement: International, International Mobile Termination Charges, Operator Toll Assistance Services, Directory Assistance Services, and any applicable payphone origination and other third-party pass through charges, regulatory fees, surcharges, and TFS charges. All such rates and charges are as set forth in the then-current Guidebook or Tariffs, and are subject to change at any time. The applicable international rates shall be those set forth in the Guidebook under the chosen Option that is associated with the calling plan selected above.

c) **Billing Increments; Rounding:** Domestic and international usage rates are listed in U.S. dollars per minute of use ("MOU"). Domestic billing increments are 18 seconds for the initial period and 1 second for subsequent periods. International billing increments are 30 seconds for the initial period and 6 seconds for subsequent periods. Call durations shall be rounded up to the next applicable billing increment. Each rate, which contains a fraction of a cent shall be rounded either up or down to the nearest cent, as set forth in the Guidebook.

3. **Termination Charges.** Customer may terminate this Agreement or disconnect, in whole or in part, any Service hereunder at any time and without cause upon written notice to AT&T. If this occurs during the applicable term commitment, AT&T will compute the termination charges according to the following formula and render a bill to Customer, which Customer agrees to pay within 30 days:

- 50% of the unmet MAC for the current year and 50% of the unmet MAC for each additional year remaining on the term plan agreement.
- Termination charges assessed by the Local Access Provider, if Customer cancels, in whole or in part, any Local Access Service procured by AT&T on Customer's behalf.

4. **Credit and Deposits.** AT&T reserves the right to require Customer to establish, re-establish, and/or maintain creditworthiness at any time and to the satisfaction of AT&T. AT&T reserves the right to examine the credit record and check the references of Customer at any time. If Customer's financial condition is unknown or unacceptable, AT&T reserves the right to require a security deposit, which AT&T may apply to overdue charges. AT&T shall determine the amount of any deposit, in its sole discretion, up to three months' estimated usage. AT&T shall pay interest on deposits as required under applicable law. AT&T may review Customer's account to determine whether all amounts due have been paid within these terms and conditions. If Customer's payment history is satisfactory, AT&T shall refund the deposit in full within the time prescribed under applicable law.

5. **Automatic Dialer Devices.** CUSTOMER ACKNOWLEDGES AND AGREES THAT USE OF AUTODIALERS, PREDICTIVE DIALERS OR OTHER DEVICES THAT GENERATE AUTOMATED OUTBOUND CALLS IN CONJUNCTION WITH PRODUCT AND SERVICES PROVIDED UNDER THIS AGREEMENT IS STRICTLY PROHIBITED. AT&T MAY TERMINATE THE AGREEMENT IMMEDIATELY SHOULD CUSTOMER USE SUCH DEVICES.

6. **No Resale.** Services provided hereunder shall not be resold or provided to third parties.

**CONFIDENTIAL INFORMATION**

This Agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.

**LONG DISTANCE VOICE SERVICES ONLY AGREEMENT - HIGH VOLUME CALLING (HVC) II**

**7. Availability and Cancellation.** This Agreement is valid only if signed by Customer on or before March 31, 2006. Customer may elect to cancel this Agreement at any time prior to the Service Acceptance Date upon providing ten (10) days written notice (on Customer's letterhead) to AT&T. AT&T will cancel this Agreement if the Customer is not ready to have AT&T provision/fund the Service within 120 days after Customer executes this Agreement, or in the case of a Customer that qualifies for E-Rate funding, no later than November 1, 2006.

- ☒ **New or upgrade to an existing SBC Long Distance Agreement**  
 This is a new SBC Long Distance Agreement  
☐ **This is an upgrade to an existing SBC Long Distance Agreement and the guidelines from Section 3.5.7 Revenue and Term plan Commitments, of the Voice Product Reference and Pricing Guidebook will apply to the old agreement.**

**SO AGREED** by the parties' respective authorized signatories:

<b>Ottawa Elementary School District</b>	<b>AT&amp;T GLOBAL SERVICES</b>
<b>320 W. Main Street</b>	<b>ON BEHALF OF ITSELF AND/OR SBC LONG DISTANCE, LLC</b>
<b>Ottawa, IL 61350</b>	
<b>Customer Signature:</b> <i>[Signature]</i>	<b>AT&amp;T Signature:</b> <i>[Signature]</i>
<b>Print Name:</b> <b>CHRISTINE BRADEN</b>	<b>Print Name:</b> <b>MARGARITA SANCHEZ</b>
<b>Title:</b> <b>SUPERINTENDENT</b>	<b>Title:</b> <b>Contract Manager</b>
<b>Date:</b> <b>2/1/2006</b>	<b>Date:</b> <b>2/1/06</b>

**CONFIDENTIAL INFORMATION**

**This Agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.**

**ADDENDUM TO SBC Complete Link Confirmation of Service Order ("Agreement") FOR  
SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING  
(PLEASE CHECK THE APPROPRIATE BOX -- A OR B)**

This Addendum ("Addendum"), entered into by SBC Global Services, Inc. dba AT&T Global Services on behalf of itself and its Affiliates ("AT&T") and the Ottawa Elementary School District 141 ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to that certain Agreement dated January 31, 2006 between the parties hereto. If there are any inconsistencies between the Agreement and this Addendum, the terms and conditions of the Addendum shall control.

**A) ☒ NO E-RATE FUNDING REQUIRED** (Agreement effective immediately; not dependent on funding.)

Customer declares that Services commence on or about [Enter Target Service Start Date]. The Effective Date and/or the obligations of Customer and AT&T under the Agreement are not in any way dependent or contingent upon Customer's application for, or receipt of, any funding award from the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC"). In the event Customer applies for funding, Customer must notify AT&T within ten (10) business days of Customer's receipt of a Funding Commitment Decision Letter ("FCDL") from the SLD if funding has been awarded.

(Please sign below -- Section B does not apply if Section A is checked)

**B) ☐ DEPENDENT ON E-RATE FUNDING** (Agreement may be terminated if funding is denied.)

1. **Scope and Term.** AT&T agrees to provide Customer services and/or products that Customer has determined are eligible for universal service discounts ("Discounts") pursuant to Section 254 of the Telecommunications Act ("Act") (1996 (47 U.S.C. § 254) and the rules and regulations promulgated thereunder. (Such Services are further described in the Agreement). This Addendum remains in effect for so long as AT&T is providing the Services or Customer is obligated to pay for such Services.

2. **Eligibility of Products and Services.** The identification of certain Services in the Agreement as "E-Rate Eligible" or "E-Rate Ineligible" for Universal Service ("E-Rate") funding is not dispositive, nor does it suggest that this or any other Services in this Agreement will be deemed eligible for such funding. Any conclusions regarding the eligibility of Service for E-Rate funding rests with the SLD and/or FCC as administrators of the E-Rate program. AT&T is not responsible for the outcome of these conclusions.

3. **Payment for Services.** Customer agrees (i) that if E-Rate funding for any Service(s) is denied or withdrawn in whole or in part, Customer is responsible for paying AT&T the full cost of such Service(s). If the Universal Service Administrative Company ("USAC") seeks reimbursement of E-Rate funds due to Customer's failure to comply with the E-Rate regulations, including Customer delays in submitting required Forms or contracts; or, due to a decision by USAC that approved Services are ineligible (other than as the result of AT&T's failure to comply with the E-Rate requirements) Customer shall reimburse AT&T for any funds AT&T must return to USAC within ninety (90) days of notice from USAC seeking reimbursement.

4. **Requested Information.** If requested, Customer will provide AT&T with copies of the following E-Rate-related materials (including all attachments): (i) Form 471 and Item 21 Attachments; if appropriate, (ii) Form 600; (iii) Service Substitution Request; and, (iv) Service Certification Form. If the Customer issues purchase orders, Customer shall clearly define between eligible and non-eligible Services on those orders.

5. **Representations, Warranties and Indemnities.** Each Party represents and warrants that it has or will comply with laws and the requirements applicable to the E-Rate Program. Each Party agrees to indemnify and hold harmless the other Party (and its employees, officers, directors and agents) from and against all third party claims (including FCC, USAC claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of or from indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and term contained in this Addendum.

**CONFIDENTIAL INFORMATION**

*This agreement is for use by authorized employees of the parties hereto only  
and is not for general distribution within or outside their companies.*

**LONG DISTANCE VOICE SERVICES ONLY AGREEMENT - HIGH VOLUME CALLING (HVC) II**

**Domestic Voice Services Attachment HVCII**

The following rates shall apply for intrastate interLATA and intraLATA DDD and TFS calls:  
Intrastate SBCLD Calling Card rates are equal to the switched rates below.

Term	California
1 Year	Not Applicable
2 Year	Not Applicable
3 Year	Not Applicable
Term	Texas, Oklahoma and Kansas
1 Year	Not Applicable
2 Year	Not Applicable
3 Year	Not Applicable
Term	Arkansas
1 Year	Not Applicable
2 Year	Not Applicable
3 Year	Not Applicable
Term	Missouri
1 Year	Not Applicable
2 Year	Not Applicable
3 Year	Not Applicable
Term	Nevada
1 Year	Not Applicable
2 Year	Not Applicable
3 Year	Not Applicable
Term	Michigan, Illinois, Wisconsin, Indiana & Ohio
1 Year	Not Applicable
2 Year	Not Applicable
3 Year	\$600 MAC - Sw \$0.043 / Ded \$0.037
Term	Connecticut (Dedicated Access Only)
1 Year	Not Applicable
2 Year	Not Applicable
3 Year	Not Applicable

PEN # 1397037

The MAC and term commitment selected above must match those selected in Section 2. Otherwise, the rates selected above shall be void and the applicable rates shall be those listed in the applicable Tariffs.

**END DOCUMENT**

**CONFIDENTIAL INFORMATION**

This Agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.



If Section B, above, is checked, Customer should designate the intended funding method:

- ☐ Billed Entry Application Reimbursement ("BEAR") - Form 472\*  
☐ Service Provider Invoice form - ("SPI") - Form 474\*\*

\* Customer will file the Form 472 and certify that it has received and paid for Services in full and AT&T will remit the discounted portion to the customer within twenty (20) business days after receipt of payment from USAC.

\*\* AT&T will file Form 474 ("SPI" form) after Services have been provided and Customer has notification of an approved Funding Commitment Decision Letter ("FCDL") and an approved Form 406. AT&T will then provide discounts on the Customer's bill. Customer also agrees to promptly submit any AT&T or SLO Forms needed to support requests for payment of Services rendered.

SO AGREED by the Parties' respective authorized signatories:

Ottawa Elementary School District 141	AT&T GLOBAL SERVICES ON BEHALF OF ITS AFFILIATES
Customer Signature: <i>De Christine Beane</i>	AT&T Signature: <i>[Signature]</i>
Print Name: <i>CHRISTINE BEANE</i>	Print Name: <i>MAURIZIA SADIO</i>
Title: <i>SUPERINTENDENT</i>	Title: <i>Contract Management</i>
Date: <i>2/1/2006</i>	Date: <i>2/1/06</i>

**CONFIDENTIAL INFORMATION**

This agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.

139708<sup>m</sup>

**SBC Custom DS1 Service Agreement  
Illinois Century Network Access**

This Agreement is entered into as of the date of the last signature hereto (the "Effective Date") between SBC Global Services, Inc., on behalf of Illinois Bell Telephone Company ("SBC"), and Ottawa Elementary School District 141 with offices at 701 E. McKinley, Ottawa, IL 61350 ("Customer").

In consideration of the covenants and undertakings herein, the parties agree as follows:

1. **Description of Service** - In accordance with the terms and conditions herein, SBC shall provide 1.544 MBPS High Capacity Digital Service Channels ("DS1 Service") for data and/or video transport between (i) two Illinois Century Network ("ICN") sites, (ii) between an ICN site, or ICN Central Office Multiplexer, and an educational institution or public library, or (iii) between an educational constituent and another educational institution or public library as designated on page 3.
2. **Term** - The term for providing the DS1 Service corresponds to the term payment plan selected by Customer on page 3. Upon completion of the DS1 Service term, Customer may continue receiving the DS1 Service at the then-current rates under any available payment plan. If Customer does not select a new payment plan and does not request discontinuance of the DS1 Service prior to expiration of the term, the month-to-month tariff rates in effect at such time will automatically apply.
3. **Rates** - Customer shall pay the Monthly Charge shown on page 3, which shall not be subject to increases during the term of this Agreement. All increases from and payments due to SBC shall be in accordance with SBC's standard billing procedures. SBC shall waive 100% of the Nonrecurring Charge on a thirty-six (36) or sixty (60) month term.
4. **Applicable Tariff Regulations** - The general regulations of SBC under ICC No. 20 applicable to communications service apply to the DS1 Service provided hereunder. The regulations of ICC No. 19, Part 15 apply to the DS1 Service provided hereunder, unless they are inconsistent with the terms of this Agreement. In the event of an inconsistency between provisions of the tariff and the terms of this Agreement, the terms of this Agreement shall control.
5. **Installation and Cutover** - Consistent with the availability of certain equipment and facilities on SBC's side of the NETPOP, SBC shall develop and advise Customer of the installation and cutover schedule. Cutover shall be deemed to have occurred when the DS1 Service is substantially provided to Customer. If SBC's performance is delayed due to changes, acts, or omissions of Customer, or Customer's contractor, or due to any force majeure condition, SBC shall have the right to extend cutover for a reasonable period of time, at least equal to the period of such delay. If Customer cancels this Agreement before the DS1 Service is established, Customer shall reimburse SBC for all expenses incurred in processing the order and in installing the required equipment and facilities.
6. **Service and Maintenance Obligations** - SBC represents to Customer that the DS1 Service will operate materially in accordance with the service description set forth in the tariff. If, under normal and proper use, the DS1 Service fails to perform substantially as specified above, and Customer notifies SBC within the term, SBC shall correct such service degradations or failures without charge to Customer in accordance with the provisions herein. Customer may report service problems seven (7) days per week and twenty-four (24) hours per day. SBC's repair obligation does not include damage, defects, malfunctions service degradations or failures caused by Customer's or a third party's abuse, intentional misuse, unauthorized use or negligent acts or omissions. In addition, the foregoing repair obligation applies only if Customer provides SBC with access on its side of the NETPOP so as to enable SBC to perform maintenance or repair work. In the event of an interruption in the DS1 Service, a credit allowance shall be made for the affected portion of the DS1 Service to the extent specified in ICC No. 20, Part 2, Section 2; Part 15, Section 14.

THE FOREGOING REPRESENTATION IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST SBC, FOR LOSS OR DAMAGE CAUSED BY, OR ARISING IN CONNECTION WITH, THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICE SHALL BE THE OBLIGATION OF SBC AS SET FORTH IN THIS AGREEMENT.

**CONFIDENTIAL INFORMATION**

This Agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.  
Ottawa Elementary has contract with SBC  
Page 1 of 3  
2/12/2005 ds5465

**SBC Custom DS1 Service Agreement  
Illinois Century Network Access**

7. **Termination for Convenience** - In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge, which will be equal to 50 percent (50%) of all recurring charges for the remaining months of the customer's term plus any unpaid Special Construction or nonrecurring charges (excluding any waived charges).
8. **Limitation of Damages** - The liability of SBC for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing the DS1 Service, and not caused by the negligence of Customer, shall in no event exceed an amount equivalent to the proportionate charge to Customer for the period of Service during which such mistake, omission, interruption, delay, error or defect in transmission occurs. No other liability shall in any case attach to SBC.
9. **Assignment** - Customer shall not assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of SBC which shall not be unreasonably withheld or delayed.
10. **Taxes and Additional Charges** - Customer shall remit to SBC all applicable federal, state and local taxes and all applicable municipal and state charges which arise under this Agreement unless and to the degree Customer furnishes evidence of exemption from any or all such taxes and charges.
11. **Notice** - Notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally or sent by express delivery service, certified mail, postage prepaid, and addressed to the parties at the addresses set forth on the front page. Notices shall be deemed given as of the date of receipt, the next business day when sent via express delivery service or three (3) days after mailing in the case of U.S. mail.
12. **Publicity** - Neither party shall identify, either expressly or by implication, the other party or its corporate affiliates or use any of their names, trademarks, trade names, service marks or other proprietary marks in any advertising, press releases, publicity matters or other promotional materials without such party's prior written consent.
13. **Severability** - If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.
14. **Waiver** - Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a waiver of such term, condition, right or privilege in the future.
15. **Breach** - Either party may terminate this Agreement, or an appropriate portion of this Agreement if such breach does not affect the entire Agreement, immediately following written notice in the event the other party is in default as to any of its material obligations hereunder, provided (a) the defaulting party receives notice of termination containing a reasonably complete description of the default, and (b) the defaulting party fails to cure such default within thirty (30) days of receiving such notice or ten (10) days of such notice if the default is nonpayment.
16. **Entire Agreement** - This Agreement and the applicable tariff are the complete agreement between the parties and supersede any discussions, representation or proposals, written or oral, concerning the DS1 Service. This Agreement may not be modified except by a writing signed by both parties.
17. **Jurisdiction** - Based on FCC Rules and Regulations, the attached pricing is offered via the SEC state tariff and is based on customer acknowledgement and certification to SBC that total interstate traffic on the circuit(s) constitutes 10% or less of the total traffic on the DS1 service.

**CONFIDENTIAL INFORMATION**

This Agreement is for use by authorized employees of the parties herein only and is not for general distribution within or outside their companies.

Outside Elementary I/O contract addn.

Page 2 of 3

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SBC Custom DS1 Service Agreement  
Illinois Century Network Access

20060211-01

Order Type <input type="checkbox"/> New Install <input checked="" type="checkbox"/> Renewal			
Requested Installation Date			
<input type="checkbox"/> Term Payment Plan/Monthly Charge: 36 Months		<input checked="" type="checkbox"/> Term Payment Plan/Monthly Charge: 60 Months	
LDCs @ \$112.50 ea x	(Qty) =	Subtotal	LDCs @ \$98 ea x 1 (Qty) =
CMTs @ \$18.75 ea x 2 =		Subtotal	CMTs @ \$13.50 ea x 2 =
CM @ \$6.50 ea x	(Qty) =	Subtotal	CM @ \$5.65 ea x
Or ≥ 20 miles \$6.50 X 20 =		\$130.00 Subtotal	Or ≥ 20 miles \$5.65 X 20 =
		Total:	Total: \$98.00
Nonrecurring Service Charges Waived 3 160 N La Salle, Chgo, IL			
Circuit Location Address: 701 E. McKinley, Ottawa, IL			
OTWAILOT DHEA.016611..1-B CB			

Your signature acknowledges that you understand and accept the terms and conditions for SBC DS1 Service and that you are authorized to make the commitments under this Agreement.

CUSTOMER

Authorized Customer Signature

Print Name and Title

Date

Ottawa Elementary School District 141

Company Name

701 E. McKinley

Billing Address

Ottawa, IL 61350

City, State, Zip

815-233-0032

Existing Billing Account Number (if applicable)

SBC

Authorized SBC Signature

Print Name and Title

Date

Channel: BCS GEM	Order Center: <input type="checkbox"/> AIPC <input type="checkbox"/> ABSC
Name: Don Bolla	Center Location:
Phone: 815-224-2573	Promotion Code: <input type="checkbox"/> ISBE30 <input checked="" type="checkbox"/> ISBE60
Fax: 815-224-2573	

CONFIDENTIAL INFORMATION

This Agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.  
Ottawa Elementary/lon contract add Page 3 of 3 2/1/2006 ds.5485

**ADDENDUM TO SBC Custom DS1 Service Agreement Illinois Century Network Access ("Agreement")  
FOR  
SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING  
(PLEASE CHECK THE APPROPRIATE BOX - A OR B)**

This Addendum ("Addendum"), entered into by SBC Global Services, Inc. dba AT&T Global Services on behalf of itself and its Affiliates ("AT&T") and the Ottawa Elementary School District 141 ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to that certain Agreement dated February 01, 2006 between the parties thereto. If there are any inconsistencies between the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

**A) ☒ NO E-RATE FUNDING REQUIRED** (Agreement effective immediately; not dependent on funding.)

Customer desires that Services commence on or about [Enter Target Service Start Date]. The Effective Date and/or the obligations of Customer and AT&T under the Agreement are not in any way dependent or contingent upon Customer's application for, or receipt of, any funding award from the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC"). If Customer applies for funding, Customer must notify AT&T within ten (10) business days of Customer's receipt of a Funding Commitment Decision Letter ("FCDL") from the SLD if funding has been awarded.

(Please sign below - Section B does not apply if Section A is checked)

**B) ☐ DEPENDENT ON E-RATE FUNDING** (Agreement may be terminated if funding is denied.)

1. Scope and Term. AT&T agrees to provide Customer services and/or products that Customer has determined are eligible for universal service discounts ("Discounts") pursuant to Section 254 of the Telecommunications Act ("Act") of 1996 (47 U.S.C. § 254) and the rules and regulations promulgated thereunder. (Such Services are further described in the Agreement). This Addendum remains in effect for so long as AT&T is providing the Services or Customer is obligated to pay for such Services.

2. Eligibility of Products and Services: The identification of certain Services in the Agreement as "E-Rate Eligible" or "E-Rate Ineligible" for Universal Service ("E-Rate") funding is not dispositive, nor does it suggest that this or any other Services in this Agreement will be deemed eligible for such funding. Any conclusions regarding the eligibility of Services for E-Rate funding rests with the SLD and/or FCC as administrators of the E-Rate program. AT&T is not responsible for the outcome of these conclusions.

3. Payment for Services: Customer agrees (i) that if E-Rate funding for any Service(s) is denied or withdrawn in whole or in part, Customer is responsible for paying AT&T the full cost of such Service(s). If the Universal Service Administrative Company ("USAC") seeks reimbursement of E-Rate funds due to Customer's failure to comply with the E-Rate regulations, including Customer delays in submitting required Forms or contracts; or, due to a decision by USAC that any approved Services are ineligible (other than as the result of AT&T's failure to comply with the E-Rate requirements), Customer shall reimburse AT&T for any funds AT&T must return to USAC within ninety (90) days of notice from USAC seeking reimbursement.

4. Requested Information. If requested, Customer will provide AT&T with copies of the following E-Rate-related materials (including all attachments): (i) Form 471 and Item 21 Attachments, if appropriate; (ii) Form 500; (iii) Service Substitution Request; and, (iv) Service Certification Form. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.

5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has or will comply with all laws and the requirements applicable to the E-Rate Program. Each Party agrees to indemnify and hold harmless the other Party (and its employees, officers, directors and agents) from and against all third party claims (including FCC or USAC claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Addendum.

**CONFIDENTIAL INFORMATION**

*This agreement is for use by authorized employees of the parties hereto only  
and is not for general distribution within or outside the company.*

FRN V  
If Section B, above, is checked, Customer should designate the intended funding method:

- Billed Entry Application Reimbursement ("BEAR") - Form 472\*  
Service Provider Invoice form - ("SPI") - Form 474\*\*

\* Customer will file the Form 472 and certify that it has received and paid for Services in full and AT&T will remit the discounted portion to the customer within twenty (20) business days after receipt of payment from USAC.

\*\* AT&T will file Form 474 ("SPI" form) after Services have been provided and Customer has notification of an approved Funding Commitment Decision Letter ("FCDL") and an approved Form 488. AT&T will then provide discounts on the Customer's bill. Customer also agrees to promptly submit any AT&T or SLD Forms needed to support requests for payment of Services rendered.

SO AGREED by the Parties' respective authorized signatories:

Ottawa Elementary School District 141	AT&T GLOBAL SERVICES ON BEHALF OF ITS AFFILIATES
Customer Signature: <i>Dr. Christine Benson</i>	AT&T Signature: <i>[Signature]</i>
Print Name: <i>CHRISTINE BENSON</i>	Print Name: <i>Joseph T. [Signature]</i>
Title: <i>SUPERINTENDENT</i>	Title: <i>Contract Manager</i>
Date: <i>2/1/2006</i>	Date: <i>2/1/06</i>

**CONFIDENTIAL INFORMATION**

This agreement is for use by authorized employees of the ...

FEB 09 2006

**SBC CompleteLink<sup>SM</sup>**  
**Confirmation of Service Order**



This Confirmation of Service Order (the "Order" or "Agreement") between SBC<sup>1</sup> and the undersigned customer ("Customer") for the SBC CompleteLink or CompleteLink Select II Plan ("CompleteLink Plan", or the "Plan"), an optional volume discount plan, will be effective on the date of execution hereof. The Term of this Agreement will begin on the date all Account Telephone Numbers listed on Attachment B are entered into the SBC billing system ("Commencement Date") and will continue for the Term Length as identified in Attachment A (the "Term").

Customer accepts the terms and conditions of the CompleteLink Plan incorporated by reference herein and on Attachment A, including the Minimum Annual Revenue Commitment ("MARC"), and all applicable terms and conditions within the applicable SBC tariffs filed with the appropriate public utilities commission, including but not limited to Annual Under Utilization Charges and Early Termination Charges. The terms and conditions provided below are provided herein for convenience only and do not supersede or modify the tariff in any way. In the event a tariff provision, term or condition is changed in any way, the following is hereby modified at the same time to reflect that change.

The discounts will appear on the first billing statement after SBC receives an executed Order (including signed Attachments). The following terms and conditions apply to the CompleteLink Plan.

**1. MAIN BILLED TELEPHONE NUMBER.** Customer must specify one of its accounts listed on Attachment B herein as its "Main Billed Telephone Number", and this Order is governed by the laws, tariffs, rules and regulations of the state in which the Main Billed Telephone Number is installed. The designated Main Billed Telephone Number must be one which appears on a bill currently rendered by SBC as the local service provider.

**2. FAILURE TO MEET MINIMUM ANNUAL REVENUE COMMITMENT.** CompleteLink customers, who fail to meet the MARC requirement, will be billed as "Under Utilization" charges equal to the difference between the Customer's selected MARC and the actual amount of "contributory" charges (as that term is defined in the tariff) which have been billed during the just prior annual period.

**3. EARLY TERMINATION CHARGE.** If Customer terminates the Plan prior to the expiration of the Term, SBC will assess an Early Termination charge. The Early Termination charge will be calculated as follows:

- A. 50% of the MARC multiplied by the number of years remaining in the term of the CompleteLink Plan. (For a partial year, if the amount of relevant billings is less than Customer's MARC commitment, Customer shall pay to SBC the difference between 50% of the MARC and the actual amount of billed contributory charges.)
- B. If Customer's main billed telephone number specified on Attachment B hereto is in the State of Illinois, termination charges will equal the amount of "unearned discounts" for up to the 12

month period immediately preceding termination. The unearned discounts are calculated by subtracting the discounted charges the customer actually incurred during its term of service from the charges the customer would have incurred under the longest term plan that the customer would have actually qualified for based upon the actual term of service, or month-to-month rates if the customer would not have qualified for any term plan.

**4. EARLY TERMINATION CHARGE EXEMPTIONS.** Early Termination charges may not apply under the following conditions. Each condition is at Customer's option and request:

- A. **Satisfaction Guarantee.** If Customer subscribes to the CompleteLink Plan for a term of 24, 36 or 60 months, Customer may terminate participation in the Plan within 90 days from the Commencement Date without incurring Early Termination charges. However, if Customer had terminated another SBC bill, access or usage term plan to subscribe to this CompleteLink Plan, the Customer is not eligible for this Satisfaction Guarantee.
- B. Except for contracts with a \$700.00 MARC, during the Term of this Order if Customer disconnects certain services whose billings are considered "contributory" under the tariff, and one or more of those services is replaced with a service identified as a replacement service (the definitions and list of the contributory services and replacement services are specified in the tariff), and as a direct result of that replacement the Customer's annual spending on contributory services is reduced (comparing customer's current spending on the removed services and the anticipated customer spending on the replacement services); and that reduction results in a 50% or greater difference between Customer's current MARC and the next lower MARC, Customer may terminate this CompleteLink agreement without termination liability provided: a) Customer enters into a new CompleteLink service agreement for a term period which is equal to or greater than the time remaining on this Order; and b) the MARC on the new agreement is the next lower MARC to that selected under this Agreement.
- C. During the Term of this Agreement, Customer may terminate without liability provided: a) Customer enters into a new CompleteLink service agreement for a term period which is equal to or greater than the time remaining on this Agreement; and b) the MARC on the new agreement is equal to or greater than the MARC under this Agreement.

The person signing below warrants and represents they are authorized to sign on behalf of Customer.

**COMPANY NAME:** OTTAWA ELEMENTARY SCHOOL DIST

**Authorized Customer Signature:** *[Signature]*

**Printed Name and Title:** CHRISTINE BERNARD SUPER

**Date:** 2/1/2006

<sup>1</sup> SBC refers to SBC Global Services, Inc. on behalf of its telco affiliates: Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, Wisconsin Bell, Inc.

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--- Contains of Confidential Information for use by authorized personnel of the carrier herein only and is not for general distribution within or outside that carrier

## SBC COMPLETELINK

### Quick Quote

OTTAWA ELEMENTARY SCHOOL DISTRICT 141  
320 W. MAIN STREET  
OTTAWA, IL 61350-

Date: 01/18/06  
Contract Period: 36

Sale Type: Retention  
Contract Type: Retention

Salesperson: DONALD BOLLIS  
Phone: 815-224-2573

MARC: \$7000  
MAD: \$1500  
Volume Discount: 8.00%  
Illinois Band A Rate: \$0.0130  
Illinois Band B Rate: \$0.0340  
Illinois Band C Rate: \$0.0500  
IntraState IntraLata Toll Rate: \$0.1000  
InterState IntraLata Toll Rate: \$0.1100  
Illinois IntraState Toll Rate: \$0.0530

Contributory 3: 299  
Non-IL Local 5: 0  
Band A Minutes: 26558  
Band B Minutes: 2254  
Band C Minutes: 0  
Illinois IntraState Minutes: 0  
IntraState IntraLata Minutes: 0  
InterState IntraLata Minutes: 0





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## CompleteLink® ATTACHMENT A

Minimum Annual Revenue Commitment (MARC) Customer will receive a volume discount according to the Schedule below based upon the Customer-selected MARC. Maximum Annual Discount (MAD) Maximum discount on annual basis per MARC level.

MARC	\$ 7000	MAD \$1500
Term Length	3	Yrs.
Volume Discount	5.00%	

## Additional Local Usage Discounts:

WI Local Usage	
----------------	--

## Usage Rates:

IntraLata Toll*	\$ 0.1000
IL Band A **	\$ 0.0130
IL Band B **	\$ 0.0340
IL Band C	\$ 0.0500
IntraLata Toll For Illinois	\$ 0.0530
InterState IntraLata Toll	\$ 0.1100

\* For Indiana, Michigan, Ohio, and Wisconsin.

\*\* Volume Discount does not apply to IL Band A&amp;B usage.

The Customer signing below understands and accepts all terms and conditions of the SBC CompleteLink Plan, and the signer warrants and represents he/she is authorized to bind Customer under this Agreement.

## CUSTOMER

Authorized Customer Signature

CHRISTINE BENOS, SUPERINTENDENT

Print Name &amp; Title

2/11/2006

Date

OTTAWA ELEMENTARY SCHOOL DISTRICT (14)

Company Name

320 W. MAIN STREET

Company Address

OTTAWA, IL 61350

Company City/State/Zip

## SBC

SBC Authorized Signature

MILDRED DeJESUS

Print/Type Name

Date

Contract must be returned by salesperson to:

BCS Contract Information Management

225 W. Randolph, Floor 9C

Chicago, IL 60606

Sales Channel Information

Sales Channel/Distributor: BCS

Sales Person: DONALD BOLLIS

Voice # 815-324-2573

Sales Code: DBS-155

Fax # 815-324-2573

Promo Code:

WB %

03/25/05



**ATTACHMENT B**  
CompleteLink Additional ATN List

The following information must be completed for this Agreement to be valid. Only those Account Telephone Number (ATN) which are specified below are included in the CompleteLink Plan. (The ATN appears in the top, right corner of the customer's bill. The Customer Code is the 3-digit number following the 10-digit ATN.) (1) Please duplicate this form if more pages are required.

						Internal Use Only	
	Area Code	Prefix	Line #	Customer Code	NPANDX SWAT Eligible (Y)	Bill Date mm/dd/yy	Effective Date mm/dd/yy
Main Billed Telephone #:	815	433	7133	205			
ATN #:	815	433	1907	205	Bu	11/33	
ATN #:	815	433	3761	205	Bu	11/33	
ATN #:	815	433	5804	101	Bu	11/33	
ATN #:	815	433	9467	593	Bu	11/33	
ATN #:	815	434	0726	205	Bu	11/33	
ATN #:	815	434	1260	205	Bu	11/33	
ATN #:	815	434	6740	385	Bu	11/33	
ATN #:	815	434	7923	204	Bu	11/33	
ATN #:	815	233	0032	330			
ATN #:	815	233	0033	991	Bu	11/33	
ATN #:	815	233	1032	221	Bu	11/33	
ATN #:							
ATN #:	815	433	1888	842	Bu	11/33	
ATN #:		433	2315	090			
ATN #:							

X Customer Signature De Christine Rendon

20021018-0062  
7K 3495  
3/2/04

Product discounts will be applied on each ATN bill and the amount of the Customer's total discount will be prorated to each account based upon that specific account's billing volume Discount Eligible Services. Early Termination Liability and Under Utilization Charges will be billed to the Main Billed Telephone Number specified above.

**CONFIDENTIAL INFORMATION**

This document is for use by authorized employees of the parties thereto only and is not for general distribution within or outside companies.

**ADDENDUM TO SBC Complete Link Confirmation of Service Order ("Agreement") FOR  
SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING  
(PLEASE CHECK THE APPROPRIATE BOX - A OR B)**

This Addendum ("Addendum"), entered into by SBC Global Services, Inc. dba AT&T Global Services on behalf of itself and its Affiliates ("AT&T") and the Ottawa Elementary School District 141 ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to that certain Agreement dated January 31, 2006 between the parties hereto. If there are any inconsistencies between the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

A) ☒ **NO E-RATE FUNDING REQUIRED** (Agreement effective immediately; not dependent on funding.)

Customer desires that Services commence on or about [Enter Target Service Start Date]. The Effective Date and/or the obligations of Customer and AT&T under the Agreement are not in any way dependent or contingent upon Customer's application for, or receipt of, any funding award from the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC"). In the event Customer applies for funding, Customer must notify AT&T within ten (10) business days of Customer's receipt of a Funding Commitment Decision Letter ("FCDL") from the SLD if funding has been awarded.

(Please sign below - Section B does not apply if Section A is checked)

B) ☐ **DEPENDENT ON E-RATE FUNDING** (Agreement may be terminated if funding is denied.)

1. Scope and Term. AT&T agrees to provide Customer services and/or products that Customer has determined are eligible for universal service discounts ("Discounts") pursuant to Section 254 of the Telecommunications Act ("Act") of 1996 (47 U.S.C. § 254) and the rules and regulations promulgated thereunder. (Such Services are further described in the Agreement). This Addendum remains in effect for so long as AT&T is providing the Services or Customer is obligated to pay for such Services.

2. Eligibility of Products and Services. The identification of certain Services in the Agreement as "E-Rate Eligible" or "E-Rate Ineligible" for Universal Service ("E-Rate") funding is not dispositive, nor does it suggest that this or any other Services in this Agreement will be deemed eligible for such funding. Any conclusions regarding the eligibility of Services for E-Rate funding rests with the SLD and/or FCC as administrators of the E-Rate program. AT&T is not responsible for the outcome of these conclusions.

3. Payment for Services. Customer agrees (i) that if E-Rate funding for any Service(s) is denied or withdrawn in whole or in part, Customer is responsible for paying AT&T the full cost of such Service(s). If the Universal Service Administrative Company ("USAC") seeks reimbursement of E-Rate funds due to Customer's failure to comply with the E-Rate regulations, including Customer delays in submitting required Forms or contracts; or, due to a decision by USAC that any approved Services are ineligible (other than as the result of AT&T's failure to comply with the E-Rate requirements), Customer shall reimburse AT&T for any funds AT&T must return to USAC within ninety (90) days of notice from USAC seeking reimbursement.

4. Requested Information. If requested, Customer will provide AT&T with copies of the following E-Rate-related materials (including all attachments): (i) Form 471 and Item 21 Attachments; if appropriate, (ii) Form 500; (iii) Service Substitution Request; and, (iv) Service Certification Form. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.

5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has or will comply with all laws and the requirements applicable to the E-Rate Program. Each Party agrees to indemnify and hold harmless the other Party (and its employees, officers, directors and agents) from and against all third party claims (including FCC or USAC claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Addendum.

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... by authorized employees of the parties hereto only

If Section B, above, is checked, Customer should designate the intended funding method:

- ☐ Billed Entity Application Reimbursement ("BEAR") - Form 472\*  
☐ Service Provider Invoice form - ("SPI") - Form 474\*\*

\* Customer will file the Form 472 and certify that it has received and paid for Services in full and AT&T will remit the discounted portion to the customer within twenty (20) business days after receipt of payment from USAC.

\*\* AT&T will file Form 474 ("SPI" form) after Services have been provided and Customer has notification of an approved Funding Commitment Decision Letter ("FCDL") and an approved Form 486. AT&T will then provide discounts on the Customer's bill. Customer also agrees to promptly submit any AT&T or SLD Forms needed to support requests for payment of Services rendered.

SO AGREED by the Parties' respective authorized signatories:

Ottawa Elementary School District 141	AT&T GLOBAL SERVICES ON BEHALF OF ITS AFFILIATES
Customer Signature: <i>Dr. Christine Benson</i>	AT&T Signature: <i>Mildred De Jesus</i>
Print Name: <i>CHRISTINE BENSON</i>	Print Name: <i>MILDRED DE JESUS</i>
Title: <i>SUPERINTENDENT</i>	Title: <i>Contract Management</i>
Date: <i>2/1/2006</i>	Date: <i>2-10-2006</i>

CONFIDENTIAL INFORMATION

... of the meeting herein only

# CompleteLink Checklist

## Confirmation of Service Order

- **Midwest** – signature on the bottom of each page is the same as the person who signed Attachment A
- Attachment A signed and dated by the customer
- All required rates and discounts filled in – nothing crossed off or voided
- Attachment B signed by customer – includes list of all BTNs or billed under numbers – **All BTNs must be eligible business lines**
- **Southwest** - BTNs on contract must be under no other contracts or TPPs (in SW check page 40 of CompleteLink M&P for list of conflicting USOCs [http://salesone.sbc.com/SalesOne\\_SharedScripts/Dwnld\\_Win\\_PoolIndex.cfm?fuseaction=Pop\\_SPD&varDwnld\\_ID=3413](http://salesone.sbc.com/SalesOne_SharedScripts/Dwnld_Win_PoolIndex.cfm?fuseaction=Pop_SPD&varDwnld_ID=3413))

## **Additional documents required in package sent to Contract Management**

**Save** – Competitive offer for type of service being wonback, customer signed Verification of Competitive Offer Form, Quickquote (if MW) – make sure it shows SAVE

**Retention (MW)** – Quickquote required for Ohio, Wisconsin, and Indiana

**Promotion** – appropriate promotion code and paperwork per below

## CM coversheet

**If this is a promotion, please check SalesOne for other required documents for specific promo –**



7000 0520 0012 0229 6923

Route

**Tina**

Delivery Point

**TW-B204**

01/08/07  
09:04:37

OMD

PO#

Sdr OTTAWA ELEMENTARY SC

70000520001202296923



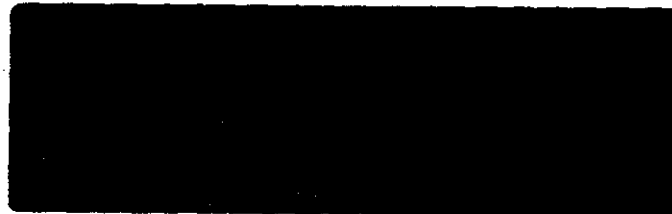
W102004Z4K

**OTTAWA ELEMENTARY SCHOOLS**

320 WEST MAIN STREET

OTTAWA, ILLINOIS 61350

*To*



RECEIVED & INSPECTED

JAN 8 - 2007

FCC - MAILROOM